

16543-C

WHITE & CASE

1747 PENNSYLVANIA AVENUE, N W
WASHINGTON, D C
333 SOUTH HOPE STREET, LOS ANGELES
200 SOUTH BISCAYNE BOULEVARD, MIAMI
20 PLACE VENDÔME, PARIS
66 GRESHAM STREET, LONDON
BIRGER JARLSGATAN 14 STOCKHOLM

1155 AVENUE OF THE AMERICAS
NEW YORK, NEW YORK 10036-2787
(212) 819-8200
FACSIMILE (212) 354-8113
TELEX 126201

RECORDATION NO. 16543-C FILED 148

20-5, ICHIBANCHO CHIYODA-KU TOKYO
15 QUEEN'S ROAD CENTRAL, HONG KONG
50 RAFFLES PLACE, SINGAPORE
CUMHURİYET CADDESİ 12/10 İSTANBUL
ZIYA UR RAHMAN CADDESİ 17/5 ANKARA
2013 WALI AL-AHD (P O BOX 2256), JEDDAH

DME:LCO

DEC 27 1989 -8 40 AM

December 27, 1989

INTERSTATE COMMERCE COMMISSION

Office of the Secretary
Recordations Unit
Room 2303
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D.C. 20423

Attention: Ms. Mildred Lee

Dear Ms. Lee:

Enclosed is an original and one certified true copy of the document described below, to be recorded pursuant to 49 U.S.C. § 11303. This document, Lease and Indenture Supplement No. 2 and Amendment, dated December 27, 1989, is a secondary document. The primary documents to which the foregoing document is connected are recorded under Recordation No. 16543 and Recordation No. 16543-A.

The names and addresses of the parties to such documents are as follows:

The Connecticut National Bank
777 Main Street
Hartford, CT 06115

CSX Transportation, Inc.
100 N. Charles Street
Baltimore, MD 21201

C. J. Koppelman

Cheney

Mercantile-Safe Deposit and Trust Company
2 Hopkins Plaza
Baltimore, MD 21203

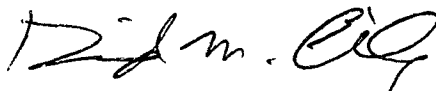
A description of the equipment covered by each of these documents follows: Open Top Hopper Cars, Gondola Cars and 100-ton Woodchip Cars. The identifying marks for this equipment are provided in Appendix A attached hereto.

A filing fee of \$15.00 is enclosed. Please return to the undersigned the original and any extra copies needed by the Commission for recordation.

A short summary of the document, to appear in the index, follows:

Lease and Indenture Supplement No. 2 and Amendment, dated December 27, 1989, among The Connecticut National Bank, not in its individual capacity but as otherwise expressly provided therein but solely as trustee, as Owner Trustee, CSX Transportation, Inc., as Lessee, and Mercantile-Safe Deposit and Trust Company, as Indenture Trustee, covering up to 518 Open Top Hopper Cars, Gondola Cars and 100-ton Woodchip Cars identified by the Lessee in Annex 1 thereto.

Very truly yours,



David M. Eisenberg

Enclosures

cc: Marianne Rosenberg, Esq.
Donna M. Mazzaferro, Esq.

PNC TRUST NUMBER 2 - DECEMBER 27, 1989

	NEW INITIAL	NEW NUMBER
	-----	-----
CAR TYPE:	CSXT	803306
OPEN TOP HOPPER	CSXT	803310
	CSXT	803312
	CSXT	803315
	CSXT	803318
	CSXT	803319
	CSXT	803322
	CSXT	803325
	CSXT	803333
	CSXT	803339
	CSXT	803348
	CSXT	803349
	CSXT	803353
	CSXT	803357
	CSXT	803363
	CSXT	803373
	CSXT	803375
	CSXT	803377
	CSXT	803379
	CSXT	803384
	CSXT	803385
	CSXT	803386
	CSXT	803389
	CSXT	803390
	CSXT	803391
	CSXT	803396
	CSXT	803410
	CSXT	803412
	CSXT	803415
	CSXT	803418
	CSXT	803419
	CSXT	803422
	CSXT	803423
	CSXT	803426
	CSXT	803427
	CSXT	803428
	CSXT	803434
	CSXT	803442
	CSXT	803444
	CSXT	803455
	CSXT	803457
	CSXT	803477
	CSXT	803480
	CSXT	803482
	CSXT	803487
	CSXT	803500
	CSXT	803506
	CSXT	803510
	CSXT	803514
	CSXT	803518
	CSXT	803521
	CSXT	803524
	CSXT	803527

PNC TRUST NUMBER 2 - DECEMBER 27, 1989

NEW INITIAL	NEW NUMBER
-----	-----
CSXT	803530
CSXT	803534
CSXT	803548
CSXT	803549
CSXT	803552
CSXT	803558
CSXT	803560
CSXT	803566
CSXT	803567
CSXT	803571
CSXT	803575
CSXT	803576
CSXT	803589
CSXT	803614
CSXT	803631
CSXT	803633
CSXT	803637
CSXT	803642
CSXT	803645
CSXT	803657
CSXT	803658
CSXT	803661
CSXT	803667
CSXT	803669
CSXT	803676
CSXT	803686
CSXT	803687
CSXT	803688
CSXT	803696
CSXT	803697
CSXT	803698
CSXT	803700
CSXT	803702
CSXT	803708
CSXT	803722
CSXT	803727
CSXT	803730
CSXT	803733
CSXT	803735
CSXT	803740
CSXT	803744
CSXT	803747
CSXT	803749
CSXT	803752
CSXT	803760
CSXT	803761
CSXT	803773
CSXT	803775
CSXT	803778
CSXT	803789
CSXT	803792
CSXT	803799
CSXT	803800

PNC TRUST NUMBER 2 - DECEMBER 27,1989

NEW INITIAL	NEW NUMBER
CSXT	803801
CSXT	803811
CSXT	803817
CSXT	803818
CSXT	803829
CSXT	803830
CSXT	803831
CSXT	803833
CSXT	803849
CSXT	803854
CSXT	803863
CSXT	803865
CSXT	803871
-----	-----
	119

CAR TYPE TOTAL:

PNC TRUST NUMBER 2 - DECEMBER 27, 1989

	NEW INITIAL	NEW NUMBER
	-----	-----
CAR TYPE:	CSXT	702315
GONDOLA	CSXT	702317
	CSXT	702318
	CSXT	702320
	CSXT	702321
	CSXT	702322
	CSXT	702324
	CSXT	702326
	CSXT	702327
	CSXT	702328
	CSXT	702329
	CSXT	702330
	CSXT	702332
	CSXT	702333
	CSXT	702334
	CSXT	702336
	CSXT	702339
	CSXT	702340
	CSXT	702341
	CSXT	702342
	CSXT	702343
	CSXT	702344
	CSXT	702345
	CSXT	702346
	CSXT	702347
	CSXT	702349
	CSXT	702350
	CSXT	702351
	CSXT	702352
	CSXT	702357
	CSXT	702358
	CSXT	702359
	CSXT	702360
	CSXT	702361
	CSXT	702362
	CSXT	702363
	CSXT	702365
	CSXT	702366
	CSXT	702367
	CSXT	702368
	CSXT	702369
	CSXT	702370
	CSXT	702371
	CSXT	702372
	CSXT	702373
	CSXT	702374
	CSXT	702375
	CSXT	702378
	CSXT	702379
	CSXT	702380
	CSXT	702381
	CSXT	702382
	CSXT	702383

PNC TRUST NUMBER 2 - DECEMBER 27, 1989

NEW INITIAL	NEW NUMBER
-----	-----
CSXT	702384
CSXT	702385
CSXT	702386
CSXT	702387
CSXT	702388
CSXT	702389
CSXT	702390
CSXT	702392
CSXT	702394
CSXT	702395
CSXT	702396
CSXT	702397
CSXT	702399
CSXT	702400
CSXT	702401
CSXT	702402
CSXT	702403
CSXT	702404
CSXT	702405
CSXT	702406
CSXT	702408
CSXT	702410
CSXT	702412
CSXT	702413
CSXT	702414
CSXT	702415
CSXT	702416
CSXT	702417
CSXT	702418
CSXT	702419
CSXT	702420
CSXT	702422
CSXT	702423
CSXT	702424
CSXT	702425
CSXT	702426
CSXT	702427
CSXT	702429
CSXT	702430
CSXT	702431
CSXT	702432
CSXT	702433
CSXT	702435
CSXT	702436
CSXT	702437
CSXT	702440
CSXT	702443
CSXT	702444
CSXT	702445
CSXT	702446
CSXT	702447
CSXT	702448
CSXT	702449

PNC TRUST NUMBER 2 - DECEMBER 27,1989

NEW INITIAL	NEW NUMBER
-----	-----
CSXT	702450
CSXT	702451
CSXT	702452
CSXT	702453
CSXT	702454
CSXT	702455
CSXT	702456
CSXT	702458
CSXT	702460
CSXT	702462
CSXT	702463
CSXT	702464
CSXT	702465
CSXT	702466
CSXT	702467
CSXT	702468
CSXT	702470
CSXT	702472
CSXT	702473
CSXT	702475
CSXT	702476
CSXT	702477
CSXT	702478
CSXT	702479
CSXT	702481
CSXT	702482
CSXT	702483
CSXT	702484
CSXT	702485
CSXT	702486
CSXT	702487
CSXT	702489
CSXT	702491
CSXT	702492
CSXT	702493
CSXT	702494
CSXT	702495
CSXT	702496
CSXT	702497
CSXT	702498
CSXT	702500
CSXT	702501
CSXT	702503
CSXT	702504
CSXT	702505
CSXT	702507
CSXT	702509
CSXT	702510
CSXT	702511
CSXT	702512
CSXT	702514
CSXT	702515
CSXT	702516

PNC TRUST NUMBER 2 - DECEMBER 27, 1989

NEW INITIAL	NEW NUMBER
CSXT	702517
CSXT	702518
CSXT	702519
CSXT	702520
CSXT	702521
CSXT	702522
CSXT	702523
CSXT	702524
CSXT	702525
CSXT	702527
CSXT	702528
CSXT	702529
CSXT	702530
CSXT	702531
CSXT	702532
CSXT	702533
CSXT	702535
CSXT	702536
CSXT	702537
CSXT	702538
CSXT	702539
CSXT	702540
CSXT	702541
CSXT	702544
CSXT	702545
CSXT	702546
CSXT	702548
CSXT	702549
CSXT	702550
CSXT	702551
CSXT	702552
CSXT	702553
CSXT	702554
CSXT	702555
CSXT	702556
CSXT	702557
CSXT	702558
CSXT	702560
CSXT	702561
CSXT	702562
CSXT	702563
CSXT	702565
CSXT	702566
CSXT	702567
CSXT	702568
CSXT	702569
CSXT	702570
CSXT	702571
CSXT	702573
CSXT	702574
CSXT	702576
CSXT	702577
CSXT	702578

PNC TRUST NUMBER 2 - DECEMBER 27, 1989

NEW INITIAL	NEW NUMBER
-----	-----
CSXT	702579
CSXT	702581
CSXT	702582
CSXT	702584
CSXT	702586
CSXT	702587
CSXT	702588
CSXT	702589
CSXT	702591
CSXT	702592
CSXT	702593
CSXT	702594
CSXT	702595
CSXT	702596
CSXT	702597
CSXT	702598
CSXT	702599
CSXT	702600
CSXT	702601
CSXT	702602
CSXT	702603
CSXT	702606
CSXT	702607
CSXT	702608
CSXT	702609
CSXT	702610
CSXT	702611
CSXT	702612
CSXT	702613
CSXT	702614
CSXT	702615
CSXT	702617
CSXT	702618
CSXT	702620
CSXT	702621
CSXT	702622
CSXT	702623
CSXT	702624
CSXT	702625
CSXT	702626
CSXT	702628
CSXT	702629
CSXT	702630
CSXT	702631
CSXT	702632
CSXT	702634
CSXT	702635
CSXT	702637
CSXT	702638
CSXT	702639
CSXT	702640
CSXT	702642
CSXT	702643

PNC TRUST NUMBER 2 - DECEMBER 27, 1989

NEW INITIAL	NEW NUMBER
-----	-----
CSXT	702645
CSXT	702646
CSXT	702647
CSXT	702648
CSXT	702649
CSXT	702650
CSXT	702651
CSXT	702652
CSXT	702653
CSXT	702654
CSXT	702655
CSXT	702656
CSXT	702657
CSXT	702658
CSXT	702660
CSXT	702661
CSXT	702662
CSXT	702663
CSXT	702664
CSXT	702665
CSXT	702666
CSXT	702667
CSXT	702669
CSXT	702670
CSXT	702671
CSXT	702672
CSXT	702673
CSXT	702674
CSXT	702675
CSXT	702677
CSXT	702679
CSXT	702680
CSXT	702682
CSXT	702683
CSXT	702685
CSXT	702686
CSXT	702687
CSXT	702688
CSXT	702689
CSXT	702690
CSXT	702692
CSXT	702693
CSXT	702695
CSXT	702696
CSXT	702699
CSXT	702700
CSXT	702702
CSXT	702703
CSXT	702704
CSXT	702705
CSXT	702706
CSXT	702707
CSXT	702708

PNC TRUST NUMBER 2 - DECEMBER 27, 1989

NEW INITIAL	NEW NUMBER
-----	-----
CSXT	702709
CSXT	702710
CSXT	702711
CSXT	702712
CSXT	702713
CSXT	702715
CSXT	702716
CSXT	702717
CSXT	702720
CSXT	702721
CSXT	702722
CSXT	702723
CSXT	702724
CSXT	702726
CSXT	702730
CSXT	702731
CSXT	702732
CSXT	702733
CSXT	702734
CSXT	702735
CSXT	702736
CSXT	702738
CSXT	702739
CSXT	702740
CSXT	702741
CSXT	702742
CSXT	702743
CSXT	702744
CSXT	702746
CSXT	702747
CSXT	702748
CSXT	702750
CSXT	702751
CSXT	702752
CSXT	702753
CSXT	702756
CSXT	702757
CSXT	702758
CSXT	702759
CSXT	702760
CSXT	702761
CSXT	702762
CSXT	702764
CSXT	702765
CSXT	702768
CSXT	702769
CSXT	702770
CSXT	702771
CSXT	702772
CSXT	702773
CSXT	702902
CSXT	702937
CSXT	702955

PNC TRUST NUMBER 2 - DECEMBER 27, 1989

NEW INITIAL	NEW NUMBER
CSXT	702963
CSXT	702978
CSXT	702979
CSXT	703021
CSXT	703033
CSXT	703036
CSXT	703084
CSXT	703099
CSXT	703108
CSXT	703128
CSXT	703148
CSXT	703161
CSXT	703179
CSXT	703180
CSXT	703206
CSXT	703209
CSXT	703221
CSXT	703223
CSXT	703242
CSXT	703282
CSXT	703313
CSXT	703314
CSXT	703317
CSXT	703321
CSXT	703334

CAR TYPE TOTAL:

396

PNC TRUST NUMBER 2 - DECEMBER 27,1989

	NEW INITIAL	NEW NUMBER
	-----	-----
CAR TYPE:	CSXT	432470
100 TON WOOD CHIP	CSXT	432474
HOPPER	CSXT	432494
	-----	-----
CAR TYPE TOTAL:	3	
GRAND TOTAL:	518	

LEASE AND INDENTURE SUPPLEMENT NO. 2
AND AMENDMENT

RECORDATION NO. 16543 e
DEC 27 1989 -8 40 AM
INTERSTATE COMMERCE COMMISSION

Dated December 27, 1989

Among

THE CONNECTICUT NATIONAL BANK,
not in its individual capacity but solely as trustee,
Lessor/Owner Trustee,

CSX TRANSPORTATION, INC.,
Lessee

and

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,
not in its individual capacity but solely as trustee,
Indenture Trustee

OPEN TOP HOPPER CARS
GONDOLA CARS
100-TON WOODCHIP HOPPER CARS

ALL RIGHT, TITLE AND INTEREST IN AND TO THIS LEASE AND INDENTURE SUPPLEMENT NO. 2 AND AMENDMENT AND TO THE RAILCARS COVERED HEREBY ON THE PART OF THE CONNECTICUT NATIONAL BANK, AS OWNER TRUSTEE, HAS BEEN ASSIGNED TO AND IS SUBJECT TO A LIEN AND SECURITY INTEREST IN FAVOR OF MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, AS INDENTURE TRUSTEE, UNDER AN INDENTURE AND SECURITY AGREEMENT NO. 2 DATED AS OF SEPTEMBER 2, 1989. TO THE EXTENT, IF ANY, THAT THIS LEASE AND INDENTURE SUPPLEMENT NO. 2 AND AMENDMENT CONSTITUTES CHATTEL PAPER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION), NO SECURITY INTEREST IN THIS LEASE AND INDENTURE SUPPLEMENT NO. 2 AND AMENDMENT MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART THAT CONTAINS THE RECEIPT THEREFOR EXECUTED BY MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, AS INDENTURE TRUSTEE, ON OR IMMEDIATELY FOLLOWING THE SIGNATURE PAGE THEREOF.

FILED WITH THE INTERSTATE COMMERCE COMMISSION
PURSUANT TO 49 U.S.C. § 11303 ON _____, 1989
AT ____ A.M., RECORDATION NUMBER _____.

THIS LEASE AND INDENTURE SUPPLEMENT NO. 2 AND AMENDMENT, dated December 27, 1989, among THE CONNECTICUT NATIONAL BANK, a national banking association, not in its individual capacity but solely as Owner Trustee ("Lessor" or "Owner Trustee") under that certain Trust Agreement No. 2 dated as of September 2, 1989 (the "Trust Agreement") with PNC LEASING CORP., a Pennsylvania corporation, CSX TRANSPORTATION, INC., a Virginia corporation ("Lessee") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland trust company, not in its individual capacity but solely as Indenture Trustee (the "Indenture Trustee").

W I T N E S S E T H :

WHEREAS, Lessor, Lessee and the Indenture Trustee have, with the other parties thereto, heretofore entered into a Participation Agreement No. 2 (the "Participation Agreement"), Lessor and Lessee have heretofore entered into a Lease Agreement No. 2 (the "Lease") dated as of September 2, 1989, and the Indenture Trustee and Owner Trustee have heretofore entered into an Indenture and Security Agreement No. 2 (the "Indenture") dated as of September 2, 1989 (capitalized terms used herein without definitions having the respective meanings set forth in Appendix X to the Lease);

WHEREAS, the Participation Agreement and the Lease provide that on each Closing Date Seller shall deliver to Owner Trustee a Bill of Sale dated such date by which Seller bargains, conveys, assigns, sets over, sells and delivers to Owner Trustee, and Owner Trustee purchases and accepts from Seller, the Railcars to be conveyed on such Closing Date, and said Bill of Sale has been delivered by Seller and accepted by Owner Trustee on such Closing Date;

WHEREAS, the Participation Agreement, the Lease, and the Indenture provide for the execution of a Lease and Indenture Supplement substantially in the form hereof for the purposes of leasing the Railcars under the Lease as and when delivered by Lessor to Lessee in accordance with the terms thereof and subjecting such Railcars to the lien of the Indenture;

WHEREAS, the Lessor, the Lessee and the Indenture Trustee have executed and delivered Lease and Indenture Supplement No. 1 ("Lease and Indenture Supplement No. 1")

dated September 29, 1989 filed with the ICC on September 29, 1989 (Recordation No. 16543-B); and

WHEREAS, the parties hereto and thereto wish to amend Lease and Indenture Supplement No. 1 as well as the amortization schedules to each of the Notes executed and delivered pursuant to the Indenture in connection with the Closing which occurred on September 29, 1989;

NOW, THEREFORE, in consideration of the premises and for good and sufficient consideration, Lessor, Lessee and Indenture Trustee hereby agree as follows:

1. Lessor hereby delivers and leases to Lessee, and Lessee hereby accepts and leases from Lessor, under the Lease as hereby supplemented, the Railcars listed on Schedule 1 hereto.

2. Lessee hereby confirms to Lessor that Lessee has accepted such Railcars for all purposes hereof and of the Lease as being in accordance with the Statement of Specifications attached as an exhibit to the Appraisal for such Railcars and in good working order.

3. The aggregate Lessor's Cost of the Railcars leased hereunder is \$13,541,700 and the amounts comprising such Lessor's Cost and the Lessor's Cost of each Open Top Hopper Car, Gondola Car and 100-ton Woodchip Car leased hereunder are set forth on Schedule 1 hereto. The Stipulated Loss Values, Termination Values and Basic Rent set forth, respectively, on Schedules 2A, 3A and 4A hereto shall be applicable in respect of the Open Top Hopper Cars leased hereunder on the date hereof, the Stipulated Loss Values, Termination Values and Basic Rent set forth, respectively, on Schedules 2B, 3B and 4B hereto shall be applicable in respect of the Gondola Cars and the 100-ton Woodchip Cars leased hereunder on the date hereof.

4. Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease and Indenture Supplement No. 2 and Amendment, on the Basic Term Commencement Date to pay Interim Rent to Lessor for each Railcar leased hereunder as provided for in the Lease and on each Payment Date during the Basic Term to pay Basic Rent to Lessor for each Railcar leased hereunder as provided for in the Lease.

5. In order to secure the prompt payment of the principal of and Premium, if any, and interest on the Notes issued on the date hereof and on the other Notes, Lessor has granted, conveyed, pledged, sold, mortgaged, assigned, transferred and set over a security interest unto the Indenture Trustee in (i) the Railcars listed on Schedule 1 hereto and (ii) this Lease and Indenture Supplement No. 2 and Amendment, in each case excluding Excepted Property and Excepted Rights, to have and to hold unto the Indenture Trustee and its successors and its assigns for its and their own use and benefit forever.

6. Effective on and as of the Initial Closing Date, Schedules 2A, 2B, 3A, 3B, 4A and 4B to Lease and Indenture Supplement No. 1 are deleted in their entirety and new Schedules 2A, 2B, 3A, 3B, 4A and 4B in the form attached hereto as Exhibit A, are inserted in lieu thereof.

7. Effective on and as of the Initial Closing Date, the amortization schedule attached as Schedule 1 to each Series A Note executed and delivered pursuant to the Indenture in connection with the Closing held on September 29, 1989 is deleted in its entirety and new Schedule 1 in the form attached hereto as Exhibit B, including Exhibits B-1 and B-2, is inserted in lieu thereof.

8. Effective on and as of the Initial Closing Date, the amortization schedule attached thereto as Schedule 1 to each Series B Note executed and delivered pursuant to the Indenture in connection with the Closing which occurred on September 29, 1989 is deleted in its entirety and new Schedule 1 in the form attached hereto as Exhibit C, including Exhibits C-1 and C-2, is inserted in lieu thereof.

9. Except as expressly amended hereby, all provisions of Lease and Indenture Supplement No. 1, and each Series A and Series B Note executed and delivered pursuant to the Indenture in connection with the Closing which occurred on September 29, 1989 shall remain unaffected and in full force and effect.

10. All of the provisions of the Lease and the Indenture are hereby incorporated by reference in this Lease and Indenture Supplement No. 2 and Amendment to the same extent as if fully set forth herein.

11. This Lease and Indenture Supplement No. 2 and Amendment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered

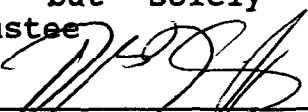
shall be an original, but all such counterparts shall together constitute but one and the same instrument.

12. This Lease and Indenture Supplement No. 2 and Amendment is being delivered in the State of New York and shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, Lessor, Lessee and Indenture
Trustee have caused this Lease and Indenture Supplement No.
2 and Amendment to be duly executed on the date and year set
forth in the opening paragraph hereof.

Lessor/Owner Trustee

THE CONNECTICUT NATIONAL BANK,
not in its individual capac-
ity but solely as Owner
Trustee

By 
Title: PHILIP G. KANE, JR.
VICE PRESIDENT

Lessee

CSX TRANSPORTATION, INC.

By _____
Title: _____

[Corporate Seal]

Attest:

By: _____
Title: _____

Indenture Trustee

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY,
not in its individual capac-
ity but solely as Indenture
Trustee

By _____
Title: _____

IN WITNESS WHEREOF, Lessor, Lessee and Indenture
Trustee have caused this Lease and Indenture Supplement No.
2 to be duly executed on the date and year set forth in the
opening paragraph hereof.

Lessor/Owner Trustee

THE CONNECTICUT NATIONAL BANK,
not in its individual capac-
ity but solely as Owner
Trustee

By _____
Title:

Lessee

CSX TRANSPORTATION, INC.

By A. B. Aptin
Title: ~~Treasurer~~

[Corporate Seal]

Attest:

By: _____
Title:

Indenture Trustee

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY,
not in its individual capac-
ity but solely as Indenture
Trustee

By _____
Title:

IN WITNESS WHEREOF, Lessor, Lessee and Indenture Trustee have caused this Lease and Indenture Supplement No. 2 and Amendment to be duly executed on the date and year set forth in the opening paragraph hereof.

Lessor/Owner Trustee

THE CONNECTICUT NATIONAL BANK,
not in its individual capacity but solely as Owner Trustee

By _____
Title:

Lessee

CSX TRANSPORTATION, INC.

By _____
Title:

[Corporate Seal]

Attest:

By: 
Title: CORPORATE TRUST OFFICER

Indenture Trustee

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY,
not in its individual capacity but solely as Indenture Trustee

By: 
Title: VICE PRESIDENT

STATE OF Connecticut)

ss.: Hartford

COUNTY OF Hartford)

On this 27th day of DEC, 1989, before me personally appeared PHILIP G. KANE, Jr, to be personally

known, who, being by me duly sworn, says that he is
Vice President of The Connecticut National Bank
 that said instrument was signed and sealed on behalf of said
 corporation by authority of its Board of Directors and he
 acknowledged that the execution of the foregoing instrument
 was the free act and deed of said corporation.

Michelle K. Blenarel

Notary Public

MICHELLE K. BLEZARD

MY COMMISSION EXPIRES MARCH 31, 1994

[Notary Seal]

STATE OF MARYLAND)

: SS. :

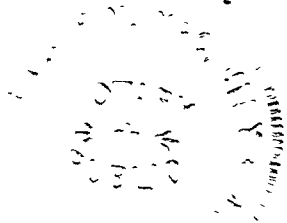
CITY OF BALTIMORE)

On this 21st day of Dec, 1989, before me personally appeared A. B. Aftoora, to be personally known, who, being by me duly sworn, says that he is Treasurer of CSX Transportation, Inc., that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Beulah M. McCawley
Notary Public

My Commission Expires: July 1, 1990

[Notary Seal]



STATE OF Maryland)
COUNTY OF Baltimore) ss.:

On this 27th day of DEC, 1989, before me personally appeared John M. Mitelli, to be personally known, who, being by me duly sworn, says that he is VICE PRESIDENT of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

My Commission Expires: 7/1/90

[Notary Seal]

SCHEDULE 1
to
Lease and Indenture
Supplement No. 2 and Amendment

SCHEDULE OF RAILCARS TO BE DELIVERED

Open Top Hopper Cars

<u>Quantity of Units</u>	<u>Serial Numbers</u>	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>
119	*	\$30,900	\$3,677,100

Gondola Cars

<u>Quantity of Units</u>	<u>Serial Numbers</u>	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>
396	*	\$24,700	\$9,781,200

100-ton Woodchip Cars

<u>Quantity of Units</u>	<u>Serial Numbers</u>	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>
3	*	\$27,800	\$83,400

* See tables attached hereto.

PNC TRUST NUMBER 2 - DECEMBER 27, 1989

	NEW INITIAL	NEW NUMBER
	-----	-----
CAR TYPE:	CSXT	803306
OPEN TOP HOPPER	CSXT	803310
	CSXT	803312
	CSXT	803315
	CSXT	803318
	CSXT	803319
	CSXT	803322
	CSXT	803325
	CSXT	803333
	CSXT	803339
	CSXT	803348
	CSXT	803349
	CSXT	803353
	CSXT	803357
	CSXT	803363
	CSXT	803373
	CSXT	803375
	CSXT	803377
	CSXT	803379
	CSXT	803384
	CSXT	803385
	CSXT	803386
	CSXT	803389
	CSXT	803390
	CSXT	803391
	CSXT	803396
	CSXT	803410
	CSXT	803412
	CSXT	803415
	CSXT	803418
	CSXT	803419
	CSXT	803422
	CSXT	803423
	CSXT	803426
	CSXT	803427
	CSXT	803428
	CSXT	803434
	CSXT	803442
	CSXT	803444
	CSXT	803455
	CSXT	803457
	CSXT	803477
	CSXT	803480
	CSXT	803482
	CSXT	803487
	CSXT	803500
	CSXT	803506
	CSXT	803510
	CSXT	803514
	CSXT	803518
	CSXT	803521
	CSXT	803524
	CSXT	803527

PNC TRUST NUMBER 2 - DECEMBER 27, 1989

NEW INITIAL	NEW NUMBER
CSXT	803530
CSXT	803534
CSXT	803548
CSXT	803549
CSXT	803552
CSXT	803558
CSXT	803560
CSXT	803566
CSXT	803567
CSXT	803571
CSXT	803575
CSXT	803576
CSXT	803589
CSXT	803614
CSXT	803631
CSXT	803633
CSXT	803637
CSXT	803642
CSXT	803645
CSXT	803657
CSXT	803658
CSXT	803661
CSXT	803667
CSXT	803669
CSXT	803676
CSXT	803686
CSXT	803687
CSXT	803688
CSXT	803696
CSXT	803697
CSXT	803698
CSXT	803700
CSXT	803702
CSXT	803708
CSXT	803722
CSXT	803727
CSXT	803730
CSXT	803733
CSXT	803735
CSXT	803740
CSXT	803744
CSXT	803747
CSXT	803749
CSXT	803752
CSXT	803760
CSXT	803761
CSXT	803773
CSXT	803775
CSXT	803778
CSXT	803789
CSXT	803792
CSXT	803799
CSXT	803800

PNC TRUST NUMBER 2 - DECEMBER 27,1989

NEW INITIAL	NEW NUMBER
CSXT	803801
CSXT	803811
CSXT	803817
CSXT	803818
CSXT	803829
CSXT	803830
CSXT	803831
CSXT	803833
CSXT	803849
CSXT	803854
CSXT	803863
CSXT	803865
CSXT	803871

CAR TYPE TOTAL:

119

PNC TRUST NUMBER 2 - DECEMBER 27, 1989

	NEW INITIAL	NEW NUMBER
	-----	-----
CAR TYPE:	CSXT	702315
GONDOLA	CSXT	702317
	CSXT	702318
	CSXT	702320
	CSXT	702321
	CSXT	702322
	CSXT	702324
	CSXT	702326
	CSXT	702327
	CSXT	702328
	CSXT	702329
	CSXT	702330
	CSXT	702332
	CSXT	702333
	CSXT	702334
	CSXT	702336
	CSXT	702339
	CSXT	702340
	CSXT	702341
	CSXT	702342
	CSXT	702343
	CSXT	702344
	CSXT	702345
	CSXT	702346
	CSXT	702347
	CSXT	702349
	CSXT	702350
	CSXT	702351
	CSXT	702352
	CSXT	702357
	CSXT	702358
	CSXT	702359
	CSXT	702360
	CSXT	702361
	CSXT	702362
	CSXT	702363
	CSXT	702365
	CSXT	702366
	CSXT	702367
	CSXT	702368
	CSXT	702369
	CSXT	702370
	CSXT	702371
	CSXT	702372
	CSXT	702373
	CSXT	702374
	CSXT	702375
	CSXT	702378
	CSXT	702379
	CSXT	702380
	CSXT	702381
	CSXT	702382
	CSXT	702383

PNC TRUST NUMBER 2 - DECEMBER 27, 1989

NEW INITIAL	NEW NUMBER
CSXT	702384
CSXT	702385
CSXT	702386
CSXT	702387
CSXT	702388
CSXT	702389
CSXT	702390
CSXT	702392
CSXT	702394
CSXT	702395
CSXT	702396
CSXT	702397
CSXT	702399
CSXT	702400
CSXT	702401
CSXT	702402
CSXT	702403
CSXT	702404
CSXT	702405
CSXT	702406
CSXT	702408
CSXT	702410
CSXT	702412
CSXT	702413
CSXT	702414
CSXT	702415
CSXT	702416
CSXT	702417
CSXT	702418
CSXT	702419
CSXT	702420
CSXT	702422
CSXT	702423
CSXT	702424
CSXT	702425
CSXT	702426
CSXT	702427
CSXT	702429
CSXT	702430
CSXT	702431
CSXT	702432
CSXT	702433
CSXT	702435
CSXT	702436
CSXT	702437
CSXT	702440
CSXT	702443
CSXT	702444
CSXT	702445
CSXT	702446
CSXT	702447
CSXT	702448
CSXT	702449

PNC TRUST NUMBER 2 - DECEMBER 27,1989

NEW INITIAL	NEW NUMBER
-----	-----
CSXT	702450
CSXT	702451
CSXT	702452
CSXT	702453
CSXT	702454
CSXT	702455
CSXT	702456
CSXT	702458
CSXT	702460
CSXT	702462
CSXT	702463
CSXT	702464
CSXT	702465
CSXT	702466
CSXT	702467
CSXT	702468
CSXT	702470
CSXT	702472
CSXT	702473
CSXT	702475
CSXT	702476
CSXT	702477
CSXT	702478
CSXT	702479
CSXT	702481
CSXT	702482
CSXT	702483
CSXT	702484
CSXT	702485
CSXT	702486
CSXT	702487
CSXT	702489
CSXT	702491
CSXT	702492
CSXT	702493
CSXT	702494
CSXT	702495
CSXT	702496
CSXT	702497
CSXT	702498
CSXT	702500
CSXT	702501
CSXT	702503
CSXT	702504
CSXT	702505
CSXT	702507
CSXT	702509
CSXT	702510
CSXT	702511
CSXT	702512
CSXT	702514
CSXT	702515
CSXT	702516

PNC TRUST NUMBER 2 - DECEMBER 27,1989

NEW INITIAL	NEW NUMBER
-----	-----
CSXT	702517
CSXT	702518
CSXT	702519
CSXT	702520
CSXT	702521
CSXT	702522
CSXT	702523
CSXT	702524
CSXT	702525
CSXT	702527
CSXT	702528
CSXT	702529
CSXT	702530
CSXT	702531
CSXT	702532
CSXT	702533
CSXT	702535
CSXT	702536
CSXT	702537
CSXT	702538
CSXT	702539
CSXT	702540
CSXT	702541
CSXT	702544
CSXT	702545
CSXT	702546
CSXT	702548
CSXT	702549
CSXT	702550
CSXT	702551
CSXT	702552
CSXT	702553
CSXT	702554
CSXT	702555
CSXT	702556
CSXT	702557
CSXT	702558
CSXT	702560
CSXT	702561
CSXT	702562
CSXT	702563
CSXT	702565
CSXT	702566
CSXT	702567
CSXT	702568
CSXT	702569
CSXT	702570
CSXT	702571
CSXT	702573
CSXT	702574
CSXT	702576
CSXT	702577
CSXT	702578

PNC TRUST NUMBER 2 - DECEMBER 27, 1989

NEW INITIAL	NEW NUMBER
CSXT	702579
CSXT	702581
CSXT	702582
CSXT	702584
CSXT	702586
CSXT	702587
CSXT	702588
CSXT	702589
CSXT	702591
CSXT	702592
CSXT	702593
CSXT	702594
CSXT	702595
CSXT	702596
CSXT	702597
CSXT	702598
CSXT	702599
CSXT	702600
CSXT	702601
CSXT	702602
CSXT	702603
CSXT	702606
CSXT	702607
CSXT	702608
CSXT	702609
CSXT	702610
CSXT	702611
CSXT	702612
CSXT	702613
CSXT	702614
CSXT	702615
CSXT	702617
CSXT	702618
CSXT	702620
CSXT	702621
CSXT	702622
CSXT	702623
CSXT	702624
CSXT	702625
CSXT	702626
CSXT	702628
CSXT	702629
CSXT	702630
CSXT	702631
CSXT	702632
CSXT	702634
CSXT	702635
CSXT	702637
CSXT	702638
CSXT	702639
CSXT	702640
CSXT	702642
CSXT	702643

PNC TRUST NUMBER 2 - DECEMBER 27, 1989

NEW INITIAL	NEW NUMBER
-----	-----
CSXT	702645
CSXT	702646
CSXT	702647
CSXT	702648
CSXT	702649
CSXT	702650
CSXT	702651
CSXT	702652
CSXT	702653
CSXT	702654
CSXT	702655
CSXT	702656
CSXT	702657
CSXT	702658
CSXT	702660
CSXT	702661
CSXT	702662
CSXT	702663
CSXT	702664
CSXT	702665
CSXT	702666
CSXT	702667
CSXT	702669
CSXT	702670
CSXT	702671
CSXT	702672
CSXT	702673
CSXT	702674
CSXT	702675
CSXT	702677
CSXT	702679
CSXT	702680
CSXT	702682
CSXT	702683
CSXT	702685
CSXT	702686
CSXT	702687
CSXT	702688
CSXT	702689
CSXT	702690
CSXT	702692
CSXT	702693
CSXT	702695
CSXT	702696
CSXT	702699
CSXT	702700
CSXT	702702
CSXT	702703
CSXT	702704
CSXT	702705
CSXT	702706
CSXT	702707
CSXT	702708

PNC TRUST NUMBER 2 - DECEMBER 27, 1989

NEW INITIAL	NEW NUMBER
-----	-----
CSXT	702709
CSXT	702710
CSXT	702711
CSXT	702712
CSXT	702713
CSXT	702715
CSXT	702716
CSXT	702717
CSXT	702720
CSXT	702721
CSXT	702722
CSXT	702723
CSXT	702724
CSXT	702726
CSXT	702730
CSXT	702731
CSXT	702732
CSXT	702733
CSXT	702734
CSXT	702735
CSXT	702736
CSXT	702738
CSXT	702739
CSXT	702740
CSXT	702741
CSXT	702742
CSXT	702743
CSXT	702744
CSXT	702746
CSXT	702747
CSXT	702748
CSXT	702750
CSXT	702751
CSXT	702752
CSXT	702753
CSXT	702756
CSXT	702757
CSXT	702758
CSXT	702759
CSXT	702760
CSXT	702761
CSXT	702762
CSXT	702764
CSXT	702765
CSXT	702768
CSXT	702769
CSXT	702770
CSXT	702771
CSXT	702772
CSXT	702773
CSXT	702902
CSXT	702937
CSXT	702955

PNC TRUST NUMBER 2 - DECEMBER 27,1989

NEW INITIAL	NEW NUMBER
CSXT	702963
CSXT	702978
CSXT	702979
CSXT	703021
CSXT	703033
CSXT	703036
CSXT	703084
CSXT	703099
CSXT	703108
CSXT	703128
CSXT	703148
CSXT	703161
CSXT	703179
CSXT	703180
CSXT	703206
CSXT	703209
CSXT	703221
CSXT	703223
CSXT	703242
CSXT	703282
CSXT	703313
CSXT	703314
CSXT	703317
CSXT	703321
CSXT	703334

CAR TYPE TOTAL:

396

PNC TRUST NUMBER 2 - DECEMBER 27,1989

	NEW INITIAL	NEW NUMBER
	-----	-----
CAR TYPE:	CSXT	432470
100 TON WOOD CHIP	CSXT	432474
HOPPER	CSXT	432494
	-----	-----
CAR TYPE TOTAL:	3	
GRAND TOTAL:	518	

SCHEDULE 2A
to
Lease and Indenture
Supplement No. 2
and Amendment

STIPULATED LOSS VALUE
(OPEN TOP HOPPER CARS)

If the event giving rise to an obligation to pay Stipulated Loss Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Stipulated Loss Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Stipulated Loss Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Stipulated Loss Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Stipulated Loss Value in respect of a Unit occurs prior to January 1, 1998 the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Stipulated Loss Value in respect of a Unit occurs on January 1, 1998 the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 4A hereto) with respect to such Unit due on such Payment Date; if the payment of Stipulated Loss Value in respect of a unit occurs after January 1, 1998 the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Stipulated Loss Value set forth in this Schedule 2A shall be applicable in respect of the Open Top Hopper Cars leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
July 1, 1990	108.59594247
January 1, 1991	109.69018393
July 1, 1991	107.73965202
January 1, 1992	108.32797970
July 1, 1992	105.94272147
January 1, 1993	106.32979460
July 1, 1993	103.51366339
January 1, 1994	103.77326577
July 1, 1994	100.55943519
January 1, 1995	100.71563379
July 1, 1995	97.07760418
January 1, 1996	97.12865244
July 1, 1996	93.04825434
January 1, 1997	93.05390975
July 1, 1997	86.28355054
January 1, 1998	88.96010400
July 1, 1998	78.53574790
January 1, 1999	78.72697089
July 1, 1999	70.32031442
January 1, 2000	70.72493672
July 1, 2000	61.71737694
January 1, 2001	62.35057674
July 1, 2001	52.51977128
January 1, 2002	52.74537843
July 1, 2002	42.62074307
January 1, 2003	42.91047920
July 1, 2003	32.16519720
January 1, 2004	32.68236712
July 1, 2004	21.25000000

SCHEDULE 2B
to
Lease and Indenture
Supplement No. 2
and Amendment

STIPULATED LOSS VALUE
(GONDOLA CARS AND 100-TON WOODCHIP CARS)

If the event giving rise to an obligation to pay Stipulated Loss Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Stipulated Loss Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Stipulated Loss Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Stipulated Loss Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Stipulated Loss Value in respect of a Unit occurs prior to January 1, 1998, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Stipulated Loss Value in respect of a Unit occurs on January 1, 1998, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 4B hereto) with respect to such Unit due on such Payment Date; if the payment of Stipulated Loss Value in respect of a Unit occurs after January 1, 1998, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Stipulated Loss Value set forth in this Schedule 2B shall be applicable in respect of the Gondola Cars and 100-ton Woodchip Cars leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
July 1, 1990	107.52165507
January 1, 1991	108.62436589
July 1, 1991	106.81164534
January 1, 1992	107.43484385
July 1, 1992	105.18204326
January 1, 1993	105.60519156
July 1, 1993	102.92471116
January 1, 1994	103.22027318
July 1, 1994	100.14396072
January 1, 1995	100.33592309
July 1, 1995	96.83724464
January 1, 1996	96.92402181
July 1, 1996	92.98372071
January 1, 1997	93.02421348
July 1, 1997	86.40723557
January 1, 1998	89.13260317
July 1, 1998	78.83108938
January 1, 1999	79.02269283
July 1, 1999	70.71659127
January 1, 2000	70.89887968
July 1, 2000	62.13450960
January 1, 2001	62.51303963
July 1, 2001	53.04287022
January 1, 2002	53.42054811
July 1, 2002	43.42183795
January 1, 2003	44.06451060
July 1, 2003	33.35072691
January 1, 2004	34.30776586
July 1, 2004	22.79000000

SCHEDULE 3A
to
Lease and Indenture
Supplement No. 2
and Amendment

TERMINATION VALUE
(OPEN TOP HOPPER CARS)

If the event giving rise to an obligation to pay Termination Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Termination Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Termination Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of any premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Termination Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Termination Value in respect of a Unit occurs prior to January 1, 1998, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Termination Value in respect of a Unit occurs on January 1, 1998, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 4A hereto) with respect to such Unit due on such Payment Date; if the payment of Termination Value in respect of a Unit occurs after January 1, 1998, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Termination Value set forth in this Schedule 3A shall be applicable in respect of the Open Top Hopper Cars leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
July 1, 1990	108.52798219
January 1, 1991	109.61898751
July 1, 1991	107.66506535
January 1, 1992	108.24984135
July 1, 1992	105.86086231
January 1, 1993	106.24403745
July 1, 1993	103.42382264
January 1, 1994	103.67914697
July 1, 1994	100.46083463
January 1, 1995	100.61233804
July 1, 1995	96.96938968
January 1, 1996	97.01528496
July 1, 1996	92.92948850
January 1, 1997	92.92948850
July 1, 1997	86.15320458
January 1, 1998	88.82355120
July 1, 1998	78.39269271
January 1, 1999	78.57710366
July 1, 1999	70.16331079
January 1, 2000	70.56045685
July 1, 2000	61.54506484
January 1, 2001	62.17005945
July 1, 2001	52.33065808
January 1, 2002	52.54726001
July 1, 2002	42.41319061
January 1, 2003	42.69304346
July 1, 2003	31.93740757
January 1, 2004	32.44373056
July 1, 2004	21.00000000

SCHEDULE 3B
to
Lease and Indenture
Supplement No. 2
and Amendment

TERMINATION VALUE
(GONDOLA CARS AND 100-TON WOODCHIP CARS)

If the event giving rise to an obligation to pay Termination Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Termination Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Termination Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of any premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Termination Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Termination Value in respect of a Unit occurs prior to January 1, 1998, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Termination Value in respect of a Unit occurs on January 1, 1998, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 4B hereto) with respect to such Unit due on such Payment Date; if the payment of Termination Value in respect of a Unit occurs after January 1, 1998, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Termination Value set forth in this Schedule 3B shall be applicable in respect of the Gondola Cars and 100-ton Woodchip Cars leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
July 1, 1990	107.03505947
January 1, 1991	108.11459949
July 1, 1991	106.27760479
January 1, 1992	106.87537325
July 1, 1992	104.59593168
January 1, 1993	104.99117041
July 1, 1993	102.28145144
January 1, 1994	102.54638260
July 1, 1994	99.43798068
January 1, 1995	99.59632556
July 1, 1995	96.06242881
January 1, 1996	96.11231065
July 1, 1996	92.13335734
January 1, 1997	92.13335734
July 1, 1997	85.47395848
January 1, 1998	88.15488512
July 1, 1998	77.80681416
January 1, 1999	77.94964348
July 1, 1999	69.59244525
January 1, 2000	69.72120386
July 1, 2000	60.90075499
January 1, 2001	61.22053587
July 1, 2001	51.68881976
January 1, 2002	52.00202022
July 1, 2002	41.93576233
January 1, 2003	42.50767075
July 1, 2003	31.71975317
January 1, 2004	32.59912810
July 1, 2004	21.00000000

SCHEDULE 4A
to
Lease and Indenture
Supplement No. 2
and Amendment

BASIC RENT
(HOPPER CARS)

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
July 1, 1990	0.00000000
January 1, 1991	3.76903241
July 1, 1991	6.61439989
January 1, 1992	3.75958618
July 1, 1992	6.62384614
January 1, 1993	3.62582524
July 1, 1993	6.75760708
January 1, 1994	3.47957103
July 1, 1994	6.90386129
January 1, 1995	3.31965668
July 1, 1995	7.06377566
January 1, 1996	3.14480632
July 1, 1996	7.23862600
January 1, 1997	2.95362493
July 1, 1997	9.73723678
January 1, 1998	0.00000000 (arrears)
January 1, 1998	12.69086172 (advance)
July 1, 1998	2.18742396
January 1, 1999	10.50343778
July 1, 1999	1.79906611
January 1, 2000	10.89179561
July 1, 2000	1.37443564
January 1, 2001	11.31642608
July 1, 2001	1.37443564
January 1, 2002	11.31642608
July 1, 2002	1.02600407
January 1, 2003	11.66485767
July 1, 2003	0.54470421
January 1, 2004	12.14615753

SCHEDULE 4B
to
Lease and Indenture
Supplement No. 2
and Amendment

BASIC RENT
(GONDOLA CARS, 70-TON WOODCHIP
CARS AND 100-TON WOODCHIP CARS)

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
July 1, 1990	0.00000000
January 1, 1991	3.80000964
July 1, 1991	6.51682706
January 1, 1992	3.77463619
July 1, 1992	6.54220052
January 1, 1993	3.64220825
July 1, 1993	6.67462849
January 1, 1994	3.49710691
July 1, 1994	6.81972979
January 1, 1995	3.33811941
July 1, 1995	6.97871730
January 1, 1996	3.16391681
July 1, 1996	7.15291989
January 1, 1997	2.97304302
July 1, 1997	9.63642408
January 1, 1998	0.00000000 (arrears)
January 1, 1998	12.60946711 (advance)
July 1, 1998	2.22563346
January 1, 1999	10.38383362
July 1, 1999	1.98795490
January 1, 2000	10.62151221
July 1, 2000	1.58476775
January 1, 2001	11.02469933
July 1, 2001	1.29593617
January 1, 2002	11.31353091
July 1, 2002	0.81659428
January 1, 2003	11.79287282
July 1, 2003	0.29137934
January 1, 2004	12.31808776

SCHEDULE 2A
to
Lease and Indenture
Supplement No. 1

STIPULATED LOSS VALUE
(OPEN TOP HOPPER CARS)

If the event giving rise to an obligation to pay Stipulated Loss Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Stipulated Loss Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Stipulated Loss Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Stipulated Loss Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Stipulated Loss Value in respect of a Unit occurs prior to January 1, 1998 the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Stipulated Loss Value in respect of a Unit occurs on January 1, 1998 the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 4A hereto) with respect to such Unit due on such Payment Date; if the payment of Stipulated Loss Value in respect of a unit occurs after January 1, 1998 the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Stipulated Loss Value set forth in this Schedule 2A shall be applicable in respect of the Open Top Hopper Cars leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
July 1, 1990	108.59594247
January 1, 1991	109.69018393
July 1, 1991	107.73965202
January 1, 1992	108.32797970
July 1, 1992	105.94272147
January 1, 1993	106.32979460
July 1, 1993	103.51366339
January 1, 1994	103.77326577
July 1, 1994	100.55943519
January 1, 1995	100.71563379
July 1, 1995	97.07760418
January 1, 1996	97.12865244
July 1, 1996	93.04825434
January 1, 1997	93.05390975
July 1, 1997	86.28355054
January 1, 1998	88.96010400
July 1, 1998	78.53574790
January 1, 1999	78.72697089
July 1, 1999	70.32031442
January 1, 2000	70.72493672
July 1, 2000	61.71737694
January 1, 2001	62.35057674
July 1, 2001	52.51977128
January 1, 2002	52.74537843
July 1, 2002	42.62074307
January 1, 2003	42.91047920
July 1, 2003	32.16519720
January 1, 2004	32.68236712
July 1, 2004	21.25000000

SCHEDULE 2B
to
Lease and Indenture
Supplement No. 1

STIPULATED LOSS VALUE
(GONDOLA CARS AND 100-TON WOODCHIP CARS)

If the event giving rise to an obligation to pay Stipulated Loss Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Stipulated Loss Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Stipulated Loss Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Stipulated Loss Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Stipulated Loss Value in respect of a Unit occurs prior to January 1, 1998, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Stipulated Loss Value in respect of a Unit occurs on January 1, 1998, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 4B hereto) with respect to such Unit due on such Payment Date; if the payment of Stipulated Loss Value in respect of a Unit occurs after January 1, 1998, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Stipulated Loss Value set forth in this Schedule 2B shall be applicable in respect of the Gondola Cars, 70-ton Woodchip Cars and 100-ton Woodchip Cars leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
July 1, 1990	107.52165507
January 1, 1991	108.62436589
July 1, 1991	106.81164534
January 1, 1992	107.43484385
July 1, 1992	105.18204326
January 1, 1993	105.60519156
July 1, 1993	102.92471116
January 1, 1994	103.22027318
July 1, 1994	100.14396072
January 1, 1995	100.33592309
July 1, 1995	96.83724464
January 1, 1996	96.92402181
July 1, 1996	92.98372071
January 1, 1997	93.02421348
July 1, 1997	86.40723557
January 1, 1998	89.13260317
July 1, 1998	78.83108938
January 1, 1999	79.02269283
July 1, 1999	70.71659127
January 1, 2000	70.89887968
July 1, 2000	62.13450960
January 1, 2001	62.51303963
July 1, 2001	53.04287022
January 1, 2002	53.42054811
July 1, 2002	43.42183795
January 1, 2003	44.06451060
July 1, 2003	33.35072691
January 1, 2004	34.30776586
July 1, 2004	22.79000000

SCHEDULE 3A
to
Lease and Indenture
Supplement No. 1

TERMINATION VALUE
(OPEN TOP HOPPER CARS)

If the event giving rise to an obligation to pay Termination Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Termination Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Termination Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of any premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Termination Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Termination Value in respect of a Unit occurs prior to January 1, 1998, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Termination Value in respect of a Unit occurs on January 1, 1998, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 4A hereto) with respect to such Unit due on such Payment Date; if the payment of Termination Value in respect of a Unit occurs after January 1, 1998, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Termination Value set forth in this Schedule 3A shall be applicable in respect of the Open Top Hopper Cars leased hereunder on the date hereof.

Exhibit A

Schedule 3A
page 2

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
July 1, 1990	108.52798219
January 1, 1991	109.61898751
July 1, 1991	107.66506535
January 1, 1992	108.24984135
July 1, 1992	105.86086231
January 1, 1993	106.24403745
July 1, 1993	103.42382264
January 1, 1994	103.67914697
July 1, 1994	100.46083463
January 1, 1995	100.61233804
July 1, 1995	96.96938968
January 1, 1996	97.01528496
July 1, 1996	92.92948850
January 1, 1997	92.92948850
July 1, 1997	86.15320458
January 1, 1998	88.82355120
July 1, 1998	78.39269271
January 1, 1999	78.57710366
July 1, 1999	70.16331079
January 1, 2000	70.56045685
July 1, 2000	61.54506484
January 1, 2001	62.17005945
July 1, 2001	52.33065808
January 1, 2002	52.54726001
July 1, 2002	42.41319061
January 1, 2003	42.69304346
July 1, 2003	31.93740757
January 1, 2004	32.44373056
July 1, 2004	21.00000000

SCHEDULE 3B
to
Lease and Indenture
Supplement No. 1

TERMINATION VALUE
(GONDOLA CARS AND 100-TON WOODCHIP CARS)

If the event giving rise to an obligation to pay Termination Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Termination Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Termination Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of any premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Termination Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Termination Value in respect of a Unit occurs prior to January 1, 1998, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Termination Value in respect of a Unit occurs on January 1, 1998, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 4B hereto) with respect to such Unit due on such Payment Date; if the payment of Termination Value in respect of a Unit occurs after January 1, 1998, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Termination Value set forth in this Schedule 3B shall be applicable in respect of the Gondola Cars, 70-ton Woodchip Cars and 100-ton Woodchip Cars leased hereunder on the date hereof.

Exhibit A

Schedule 3B
page 2

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
July 1, 1990	107.03505947
January 1, 1991	108.11459949
July 1, 1991	106.27760479
January 1, 1992	106.87537325
July 1, 1992	104.59593168
January 1, 1993	104.99117041
July 1, 1993	102.28145144
January 1, 1994	102.54638260
July 1, 1994	99.43798068
January 1, 1995	99.59632556
July 1, 1995	96.06242881
January 1, 1996	96.11231065
July 1, 1996	92.13335734
January 1, 1997	92.13335734
July 1, 1997	85.47395848
January 1, 1998	88.15488512
July 1, 1998	77.80681416
January 1, 1999	77.94964348
July 1, 1999	69.59244525
January 1, 2000	69.72120386
July 1, 2000	60.90075499
January 1, 2001	61.22053587
July 1, 2001	51.68881976
January 1, 2002	52.00202022
July 1, 2002	41.93576233
January 1, 2003	42.50767075
July 1, 2003	31.71975317
January 1, 2004	32.59912810
July 1, 2004	21.00000000

Exhibit A

SCHEDULE 4A
to
Lease and Indenture
Supplement No. 1

BASIC RENT
(HOPPER CARS)

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
July 1, 1990	0.00000000
January 1, 1991	3.76903241
July 1, 1991	6.61439989
January 1, 1992	3.75958618
July 1, 1992	6.62384614
January 1, 1993	3.62582524
July 1, 1993	6.75760708
January 1, 1994	3.47957103
July 1, 1994	6.90386129
January 1, 1995	3.31965668
July 1, 1995	7.06377566
January 1, 1996	3.14480632
July 1, 1996	7.23862600
January 1, 1997	2.95362493
July 1, 1997	9.73723678
January 1, 1998	0.00000000 (arrears)
January 1, 1998	12.69086172 (advance)
July 1, 1998	2.18742396
January 1, 1999	10.50343778
July 1, 1999	1.79906611
January 1, 2000	10.89179561
July 1, 2000	1.37443564
January 1, 2001	11.31642608
July 1, 2001	1.37443564
January 1, 2002	11.31642608
July 1, 2002	1.02600407
January 1, 2003	11.66485767
July 1, 2003	0.54470421
January 1, 2004	12.14615753

Exhibit A

SCHEDULE 4B
to
Lease and Indenture
Supplement No. 2
and Amendment

BASIC RENT
(GONDOLA CARS AND 100-TON WOODCHIP CARS)

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
July 1, 1990	0.00000000
January 1, 1991	3.80000964
July 1, 1991	6.51682706
January 1, 1992	3.77463619
July 1, 1992	6.54220052
January 1, 1993	3.64220825
July 1, 1993	6.67462849
January 1, 1994	3.49710691
July 1, 1994	6.81972979
January 1, 1995	3.33811941
July 1, 1995	6.97871730
January 1, 1996	3.16391681
July 1, 1996	7.15291989
January 1, 1997	2.97304302
July 1, 1997	9.63642408
January 1, 1998	0.00000000 (arrears)
January 1, 1998	12.60946711 (advance)
July 1, 1998	2.22563346
January 1, 1999	10.38383362
July 1, 1999	1.98795490
January 1, 2000	10.62151221
July 1, 2000	1.58476775
January 1, 2001	11.02469933
July 1, 2001	1.29593617
January 1, 2002	11.31353091
July 1, 2002	0.81659428
January 1, 2003	11.79287282
July 1, 2003	0.29137934
January 1, 2004	12.31808776

SCHEDULE OF MANDATORY REDEMPTION
AND INTEREST PAYMENTS¹

Redemption Date	Principal to be redeemed (Expressed as a Percentage of Original Principal Amount of Series A Notes)	Interest (Expressed as a Percentage of Original Principal Amount of Series A Notes)	Total Payment (Expressed as a Percentage of Original Principal Amount of Series A Notes)
7/1/1990	0.00000000	5.77686473	5.77686473
1/1/1991	0.00000000	4.67000000	4.67000000
7/1/1991	0.31355942	4.67000000	4.98355942
1/1/1992	0.00000000	4.65535678	4.65535678
7/1/1992	4.44007598	4.65535678	9.09543276
1/1/1993	0.00000000	4.44800522	4.44800522
7/1/1993	4.85477906	4.44800522	9.30278428
1/1/1994	0.00000000	4.22128705	4.22128705
7/1/1994	5.30821544	4.22128705	9.52950249
1/1/1995	0.00000000	3.97339339	3.97339339
7/1/1995	5.80400276	3.97339339	9.77739614
1/1/1996	0.00000000	3.70234645	3.70234645
7/1/1996	6.34609661	3.70234645	10.04844306
1/1/1997	0.00000000	3.40598375	3.40598375
7/1/1997	10.83161897	3.40598375	14.23760271
1/1/1998	23.54933808	2.90014714	26.44948522
7/1/1998	0.00000000	1.80039305	1.80039305
1/1/1999	17.18064805	1.80039305	18.98104110
7/1/1999	0.00000000	0.99805678	0.99805678
1/1/2000	<u>21.37166564</u>	<u>0.99805678</u>	<u>22.36972242</u>
	100.00000000	72.42665680	172.42665680

1 Attached hereto are sub-Schedules of Mandatory Redemption and Interest Payments for each of the following groups of Railcars (each a "Railcar Group"): (i) the Open Top Hopper Cars and (ii) the Gondola Cars, 70-Ton Woodchip Hopper Cars and 100-Ton Woodchip Hopper Cars.

SCHEDULE 1
to
Series A Note

SCHEDULE OF MANDATORY REDEMPTION
AND INTEREST PAYMENTS
(HOPPERS)

<u>Redemption Date</u>	<u>Principal to be redeemed (Expressed as a Percentage of 79.48651947% of Original Principal Amount of Series A Notes)</u>	<u>Interest (Expressed as a Percentage of 79.48651947% of Original Principal Amount of Series A Notes)</u>	<u>Total Payment (Expressed as a Percentage of 79.48651947% of Original Principal Amount of Series A Notes)</u>
July 1, 1990	0.00000000	6.69285353	6.69285353
January 1, 1991	0 00000000	4.67000000	4.67000000
July 1, 1991	0 39448126	4.67000000	5.06448126
January 1, 1992	0.00000000	4.65157773	4.65157773
July 1, 1992	5.58594842	4.65157773	10.23752615
January 1, 1993	0.00000000	4.39071393	4.39071393
July 1, 1993	6.10767598	4.39071393	10.49838991
January 1, 1994	0.00000000	4.10548547	4.10548547
July 1, 1994	6.67813294	4.10548547	10.78361840
January 1, 1995	0.00000000	3.79361666	3.79361666
July 1, 1995	7.30187055	3.79361666	11.09548721
January 1, 1996	0.00000000	3.45261930	3.45261930
July 1, 1996	7.98386525	3.45261930	11.43648455
January 1, 1997	0.00000000	3.07977280	3.07977280
July 1, 1997	12.42694635	3.07977280	15.50671915
January 1, 1998	19.57013090	2.49943440	22.06956531
July 1, 1998	0.00000000	1.58550929	1.58550929
January 1, 1999	16.21808938	1.58550929	17.80359867
July 1, 1999	0.00000000	0.82812451	0.82812451
January 1, 2000	17.73285896	0.82812451	18.56098347

SCHEDULE 1
to
Series A Note

SCHEDULE OF MANDATORY REDEMPTION
AND INTEREST PAYMENTS
(GONDOLAS AND 100-TON WOODCHIP CARS)

<u>Redemption Date</u>	Principal to be redeemed (Expressed as a Percentage of 20.51348053% of Original Principal Amount of Series A Notes)	Interest (Expressed as a Percentage of 20.51348053% of Original Principal Amount of Series A Notes)	Total Payment (Expressed as a Percentage of 20.51348053% of Original Principal Amount of Series A Notes)
July 1, 1990	0.00000000	17.55220944	17.55220944
January 1, 1991	0.00000000	4.67000000	4.67000000
July 1, 1991	0.00000000	4.67000000	4.67000000
January 1, 1992	0.00000000	4.67000000	4.67000000
July 1, 1992	0.00000000	4.67000000	4.67000000
January 1, 1993	0.00000000	4.67000000	4.67000000
July 1, 1993	0.00000000	4.67000000	4.67000000
January 1, 1994	0.00000000	4.67000000	4.67000000
July 1, 1994	0.00000000	4.67000000	4.67000000
January 1, 1995	0.00000000	4.67000000	4.67000000
July 1, 1995	0.00000000	4.67000000	4.67000000
January 1, 1996	0.00000000	4.67000000	4.67000000
July 1, 1996	0.00000000	4.67000000	4.67000000
January 1, 1997	0.00000000	4.67000000	4.67000000
July 1, 1997	4.64997559	4.67000000	9.31997559
January 1, 1998	38.96814177	4.45284614	43.42098791
July 1, 1998	0.00000000	2.63303392	2.63303392
January 1, 1999	20.91041192	2.63303392	23.54344584
July 1, 1999	0.00000000	1.65651768	1.65651768
January 1, 2000	35.47147073	1.65651768	37.12798841

SCHEDULE OF MANDATORY REDEMPTION
AND INTEREST PAYMENTS²

Redemption Date	Principal to be redeemed (Expressed as a Percentage of Original Principal Amount of Series B Notes)	Interest (Expressed as a Percentage of Original Principal Amount of Series B Notes)	Total Payment (Expressed as a Percentage of Original Principal Amount of Series B Notes)
7/1/1990	0.00000000	5.14916299	5.14916299
1/1/1991	0.00000000	4.78500000	4.78500000
7/1/1991	0.48876522	4.78500000	5.27376522
1/1/1992	0.00000000	4.76161259	4.76161259
7/1/1992	2.55094084	4.76161259	7.31255343
1/1/1993	0.00000000	4.63955006	4.63955006
7/1/1993	2.79506588	4.63955006	7.43461594
1/1/1994	0.00000000	4.50580616	4.50580616
7/1/1994	3.06255370	4.50580616	7.56835986
1/1/1995	0.00000000	4.35926297	4.35926297
7/1/1995	3.35564007	4.35926297	7.71490303
1/1/1996	0.00000000	4.19869559	4.19869559
7/1/1996	3.67677482	4.19869559	7.87547041
1/1/1997	0.00000000	4.02276191	4.02276191
7/1/1997	4.84698638	4.02276191	8.86974829
1/1/1998	0.00000000	3.79083362	3.79083362
7/1/1998	0.00000000	3.79083362	3.79083362
1/1/1999	0.00000000	3.79083362	3.79083362
7/1/1999	0.00000000	3.79083362	3.79083362
1/1/2000	0.00000000	3.79083362	3.79083362
7/1/2000	0.00000000	3.79083362	3.79083362
1/1/2001	5.56372176	3.79083362	9.35455538
7/1/2001	0.00000000	3.52460953	3.52460953
1/1/2002	21.57839119	3.52460953	25.10300072
7/1/2002	0.00000000	2.49208351	2.49208351
1/1/2003	27.16954621	2.49208351	29.66162972
7/1/2003	0.00000000	1.19202073	1.19202073
1/1/2004	<u>24.91161393</u>	<u>1.19202073</u>	<u>26.10363466</u>
	100.00000000	108.64780444	208.64780444

- 2 Attached hereto are sub-Schedules of Mandatory Redemption and Interest Payments for each of the following groups of Railcars (each a "Railcar Group"): (i) the Open Top Hopper Cars and (ii) the Gondola Cars, 70-Ton Woodchip Hopper Cars and 100-Ton Woodchip Hopper Cars.

SCHEDULE 1
to
Series B Note

SCHEDULE OF MANDATORY REDEMPTION
AND INTEREST PAYMENTS
(HOPPER CARS)

<u>Redemption Date</u>	<u>Principal to be redeemed (Expressed as a Percentage of 48.69611690% of Original Principal Amount of Series B Notes)</u>	<u>Interest (Expressed as a Percentage of 48.69611690% of Original Principal Amount of Series B Notes)</u>	<u>Total Payment (Expressed as a Percentage of 48.69611690% of Original Principal Amount of Series B Notes)</u>
July 1, 1990	0.00000000	6.85766684	6.85766684
January 1, 1991	0.00000000	4.78500000	4.78500000
July 1, 1991	0.00000000	4.78500000	4.78500000
January 1, 1992	0.00000000	4.78500000	4.78500000
July 1, 1992	0.00000000	4.78500000	4.78500000
January 1, 1993	0.00000000	4.78500000	4.78500000
July 1, 1993	0.00000000	4.78500000	4.78500000
January 1, 1994	0.00000000	4.78500000	4.78500000
July 1, 1994	0.00000000	4.78500000	4.78500000
January 1, 1995	0.00000000	4.78500000	4.78500000
July 1, 1995	0.00000000	4.78500000	4.78500000
January 1, 1996	0.00000000	4.78500000	4.78500000
July 1, 1996	0.00000000	4.78500000	4.78500000
January 1, 1997	0.00000000	4.78500000	4.78500000
July 1, 1997	0.00000000	4.78500000	4.78500000
January 1, 1998	0.00000000	4.78500000	4.78500000
July 1, 1998	0.00000000	4.78500000	4.78500000
January 1, 1999	0.00000000	4.78500000	4.78500000
July 1, 1999	0.00000000	4.78500000	4.78500000
January 1, 2000	0.00000000	4.78500000	4.78500000
July 1, 2000	0.00000000	4.78500000	4.78500000
January 1, 2001	0.00000000	4.78500000	4.78500000
July 1, 2001	0.00000000	4.78500000	4.78500000
January 1, 2002	25.35088407	4.78500000	30.13588407
July 1, 2002	0.00000000	3.57196020	3.57196020
January 1, 2003	35.01799890	3.57196020	38.58995910
July 1, 2003	0.00000000	1.89634895	1.89634895
January 1, 2004	39.63111702	1.89634895	41.52746597

SCHEDULE 1
to
Series B Note

SCHEDULE OF MANDATORY REDEMPTION
AND INTEREST PAYMENTS
(GONDOLAS AND 100-TON WOODCHIP CARS)

<u>Redemption Date</u>	<u>Principal to be redeemed (Expressed as a Percentage of 51.30388310% of Original Principal Amount of Series B Notes)</u>	<u>Interest (Expressed as a Percentage of 51.30388310% of Original Principal Amount of Series B Notes)</u>	<u>Total Payment (Expressed as a Percentage of 51.30388310% of Original Principal Amount of Series B Notes)</u>
July 1, 1990	0.00000000	0.00000000	0.00000000
January 1, 1991	0.00000000	4.78500000	4.78500000
July 1, 1991	0.95268661	4.78500000	5.73768661
January 1, 1992	0.00000000	4.73941395	4.73941395
July 1, 1992	4.97221787	4.73941395	9.71163182
January 1, 1993	0.00000000	4.50149332	4.50149332
July 1, 1993	5.44805911	4.50149332	9.94955244
January 1, 1994	0.00000000	4.24080369	4.24080369
July 1, 1994	5.96943841	4.24080369	10.21024210
January 1, 1995	0.00000000	3.95516606	3.95516606
July 1, 1995	6.54071362	3.95516606	10.49587988
January 1, 1996	0.00000000	3.64219292	3.64219292
July 1, 1996	7.16665991	3.64219292	10.80885283
January 1, 1997	0.00000000	3.29926824	3.29926824
July 1, 1997	9.44760140	3.29926824	12.74686964
January 1, 1998	0.00000000	2.84720052	2.84720052
July 1, 1998	0.00000000	2.84720052	2.84720052
January 1, 1999	0.00000000	2.84720052	2.84720052
July 1, 1999	0.00000000	2.84720052	2.84720052
January 1, 2000	0.00000000	2.84720052	2.84720052
July 1, 2000	0.00000000	2.84720052	2.84720052
January 1, 2001	10.84464064	2.84720052	13.69184115
July 1, 2001	0.00000000	2.32828446	2.32828446
January 1, 2002	17.99765337	2.32828446	20.32593783
July 1, 2002	0.00000000	1.46709674	1.46709674
January 1, 2003	19.72002881	1.46709674	21.18712555
July 1, 2003	0.00000000	0.52349337	0.52349337
January 1, 2004	10.94030026	0.52349337	11.46379363